

Requests for Proposals
To Administer the Louisiana Sweet Potato Advertising & Development Commission's
Advertising, Promotion and Public Relations Program

Contracting State Agency

Louisiana Sweet Potato Advertising & Development Commission
Louisiana Department of Agriculture & Forestry

State Agency Contacts

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Louisiana Sweet Potato Advertising
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Deadline for Receiving Completed Proposal

Proposals must be received by the State Agency Contact by close of business (4:30 p.m.) on Friday, March 19, 2010.

Definitions

TERM	DEFINITION
<u>Contractor</u>	<u>A firm or individual who is awarded a contract</u>
<u>Proposal</u>	<u>A response to an RFP</u>
<u>Proposer</u>	<u>A firm or individual who responds to an RFP</u>
<u>RFP</u>	<u>A request for proposals</u>
<u>Shall, Must, or Will</u>	<u>Denotes mandatory language; a requirement that must be met without alteration</u>
<u>Should, Can, or May</u>	<u>Denotes desirable, non-mandatory language</u>

General

The Louisiana Sweet Potato Advertising & Development Commission is an agency created by the State Legislature and is comprised of R.S. 3:451 through R.S. 3:458, established within the Louisiana Department of Agriculture & Forestry.

Funding available to the Commission comes from assessments paid by handlers, processors and shippers of Louisiana sweet potatoes. Funds available to carry out this program will total

approximately \$450,000 for a three year period, not to exceed \$100,000 for year one, \$150,000 for year two, and \$200,000 for year three.

The Louisiana Sweet Potato Advertising & Development Commission is responsible for carrying out a program of advertising, promotion and public relations to increase the consumption of Louisiana sweet potatoes both within the state and out-of-state. Through this program, the Commission seeks to present a positive message to the consumer that Louisiana sweet potatoes are nutritious and healthful and should be included in everyone's diet, and, in fact, should be increased in use.

The Louisiana Sweet Potato Advertising & Development Commission seeks an advertising agency to provide advertising, promotion and public relation services relative to this program. The selected proposer will be responsible for the following tasks:

1. The development of an advertising, promotion and public relations program strategy.
2. The design and production of creative materials that assist in the implementation of the program approved by the Commission.
3. Media research, planning and buying, media contacts, trafficking of creative materials, invoice auditing, and servicing the account, principally targeted to the print media.
4. The development and coordination of a promotion and public relations program as may be appropriate and approved by the Commission, including print materials and promotional items.

The contract will be effective July 1, 2010 - June 30, 2013. In no event shall the term of the contract exceed 36 months.

All work will be done under the direction and supervision of René Simon, Director of the Louisiana Sweet Potato Advertising & Development Commission.

Contractor's fees will be based on an hourly compensation other than media services in which Contractor will be paid up to 15% commission on all media placed.

Payments to the contractor will be made monthly upon receipt of itemized billing invoice.

Desired Qualifications to be Considered

1. The proposer should submit all information requested below.
2. The proposer should submit a financial statement prepared in accordance with generally accepted accounting standards for the most recent fiscal year of the proposer, a letter of good standing from a bank with whom the proposer principally does business and any other information indicating a good financial standing.
3. The proposer should submit a notarized statement of verifiable media and production billings for each of the two previous calendar or fiscal years. The statement should specify billings by type of media.

4. The proposer should be staffed to perform the following services:
 - a. Account services and management
 - b. Creative
 - c. Media services such as research, planning, buying, invoice auditing and post analysis
 - d. Public relations and promotions
 - e. Production management
5. The proposer should have been in operation at least two years. The selected proposer may join with other partners or subcontractors to perform the services outlined herein. The selected proposer will be held fully responsible for the work performed by other partners or subcontractors and for any payments to be made to other partners and subcontractors.

Work to be Performed and Scope of Services Required

The services listed below should support a program principally directed toward advertising other than television; supplemented with a coordinated public relations and promotion program.

1. Provide advice and counsel to the Commission on an advertising, promotion and public relations program to accomplish the objective of increasing the consumption of Louisiana sweet potatoes. Principal emphasis shall be directed toward print advertising and promotional materials.
2. Research and recommend an advertising, promotion and public relations program designed to accomplish the program objective.

Program activities and functions of an agency will include any combination of the following:

- a. Identify national promotion and marketing opportunities which will assist in sales of Louisiana sweet potatoes (fresh and canned.)
- b. Develop an advertising and promotion plan which addresses both national consumers and the national food broker industry.
- c. Create and produce print-ready art for direct mail promotions.
- d. Create and produce print advertising for the national consumer market and food broker industry.
- e. Plan and place media for national consumer advertising in consumer magazines and for the national food broker industry in trade publications.
- f. Create and produce print-ready art for point-of-purchase sales materials for use in grocery stores.
- g. Create and produce print-ready art for sweet potato recipe booklets for distribution to consumers.

- h. Create and produce print-ready art for a contest brochure for the annual Louisiana Sweet Potato National Broker's Display Contest for the canned sweet potato market and participate in judging the entries in the contest.
3. Provide media services, including media research, planning, media placement, trafficking of creative materials, invoice auditing, handling all media contact and servicing the media accounts. Media services will primarily be for advertisements placed in state, regional or national consumer magazines and trade publications.
4. Pay media and other vendors for goods and services.
5. Provide all necessary documentation of invoices.
6. Develop and/or acquire promotional items as approved by the Commission.
7. Design and produce print-related items as approved by the Commission.
8. Provide monthly accounting of all monies expended. The statement shall include a breakdown of contractor's fees and expenses by project or service category.
9. Develop advertising and other program budgets. Maintain budget control and appropriate records which may be audited by the responsible agencies of state government.
10. Provide usual and customary account services, including attendance at all Commission meetings and consultation regarding the servicing of the account. All transportation costs to attend Commission meetings shall be borne by the contractor. (The Commission meets 3 times per year.)

Information Requested in Proposal

(NOTE: ONE SIGNED ORIGINAL PROPOSAL SHALL BE REQUIRED; FOUR ADDITIONAL PROPOSALS ARE REQUESTED.)

In addition to the completed Certification Statement (Attachment A, page 8), the proposer should include:

1. Brief description of proposer's history.
2. Copy of a financial statement prepared in accordance with generally accepted accounting standards for most recent fiscal year of the proposer, letter of good standing from a bank with whom the proposer principally does business, and any other information indicating a good financial standing.
3. Four credit references.
4. Notarized statement of proposer's media and production billings for each of the two previous calendar or fiscal years. The statement should specify billings by type of media.
5. State the percentage of media service billings which are provided by proposer's personnel and those provided by any subcontract with a media services company.
6. Current proposer's client list.

7. Number of full-time agency employees by function or department such as creative, public relations, media, account services/administrative, etc. Include organizational chart.
8. Names of key personnel by function and brief professional background of each. Indicate which employees would be assigned to this account, particularly the account executive, media director, media planner and media buyer; and public relations/promotion personnel.
9. Names of accounts, if any, similar to this one which the proposer has handled in the past, or is currently handling, particularly food and beverage products.
10. Samples of what the proposer considers being its best advertising and printed promotion pieces with principal emphasis on advertising other than television. Submit one copy each.
11. Statement of why the proposer feels it should be considered for this account.
12. Submit a schedule of hourly charges for personnel who will be used to administer this program. See Attachment B, "Sample Attachment", page 17.
13. Description of media research, planning and buying capabilities.
14. A description of an advertising (other than television), public relations and promotion plan created for a major client in the past two years. State how the plan was developed and what results were achieved. At proposer's option, a second plan may be submitted to demonstrate creative ability to develop and implement such a plan.
15. An estimate of proposer's compensation on the basis of a \$450,000 three year budget, not to exceed \$100,000 for year one, \$150,000 for year two, and \$200,000 for year three, which is based on the Commission's budget projections for the next three years, to implement a proposed advertising, public relation and promotion plan. A compensation proposal may include one or more of the following methods of compensation:
 - a. Flat rate per hour of service performed.
 - b. Variable rates per hour of services performed and according to services provided.
 - c. Media Commissions.
17. Professional accreditations, memberships in professional organizations and awards received within the advertising industry in the last two years.
18. Statement agreeing to bill the Commission in accordance with state travel regulations for all reimbursable travel expenses. Travel to attend 3 Commission meetings annually within the State is required.
19. Develop a proposed plan or concept which would demonstrate the proposer's ability to accomplish the objectives of this program.

Selection Procedure

1. All proposals received by the close of business (4:30 p.m.) no later than Friday, March 19, 2010 will be reviewed by a selection committee.
2. Initial evaluation will be based upon the content of written proposals only. After initial scoring is completed, those proposers who are reasonably susceptible of being selected for award may be asked to provide an oral presentation of their proposal to the Commission.

All items of required information must be answered for the proposal to be considered by the selection committee.

Each of the five (5) categories will be rated on a 0-10 point system, based upon the criteria and weights specified in #7 below.

3. A representative of the selection committee may inspect the physical facilities of the finalists prior to the presentations before the Commission.
4. The proposers that qualify for the final round of the selection process will be notified of their selection at least two (2) weeks in advance of the date they are to make their presentations to the Commission. The Commission will meet on Monday, April 26, 2010.
5. The presentations will be made in the Conference Room, Louisiana Department of Agriculture & Forestry building, 5825 Florida Boulevard, Baton Rouge, Louisiana.
6. Each proposer will have 40 minutes to make their presentation, inclusive of set up and removal of equipment and materials.
7. **In the final selection procedure, each of the five (5) categories listed below will be rated on a 0-10 point system and then weighted according to the following aspects of their proposal:**
 - a. Creativity (30%) – based on proposer's demonstration of plan creativity and success of one or more prior campaigns with similar budgets and a proposed plan or concept which would demonstrate ability to accomplish the program objective;
 - b. Personnel (12.5%) – based upon experience and capability of key personnel assigned to the account to demonstrate ability to accomplish the program objective;
 - c. Media Services (12.5%) – based upon experience and capability to carry out consumer and trade advertising campaigns, advertising to accomplish the program objective, taking into account the budget limitations to the program;
 - d. Cost of Services (25%) – based upon rate per hour for services rendered, and total proposed compensation cost to the program. Cost will be scored based on the reasonableness of what is proposed for the cost, with emphasis on the ratio of total budget applied to actual advertising, promotion and public relations services to the program, versus proposer's fees. Proposed hourly rates to current industry standards for hourly rates will be compared. Contractor to be paid 15% commission on all media placed.

e. Overall Plan Presentation and Implementation (20%)

Scores from the initial screening process will be discarded and the proposer receiving the highest score from the final selection committee will be recommended for award.

8. Announcement of the Selected Proposer will be made to all proposers within one week after presentations are made.

Additional Information

Sample materials submitted will not be returned; however, they can be picked up in Louisiana Agricultural Finance Authority Office of the Louisiana Department of Agriculture & Forestry building on Monday, May 3, 2010 or Tuesday, May 4, 2010 during normal business hours of 8:00 a.m. – 4:30 p.m.

All requests for additional information and/or questions regarding this RFP should be directed to René Simon at the physical address or the internet address on page 1, and must be submitted in writing no later than 12:00 noon, Friday, March 19, 2010.

Sample Contract

The selected proposer shall be expected to enter into a contract, which is substantially the same as the sample contract included as Attachment B. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address:

B. Facsimile Number with area code: ()

C. US Mail Address:

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)

Authorized Signature: _____

Typed or Printed Name: _____

Title:

Company Name:

Address:

City: _____ State: _____ Zip: _____
:

SIGNATURE of Proposer's Authorized Representative

DATE _____

**CONSULTING SERVICES
AGREEMENT BY AND BETWEEN
LOUISIANA SWEET POTATO ADVERTISING AND DEVELOPMENT COMMISSION
and
_____**
(Name of Contractor)

THIS AGREEMENT made and entered into by and between the Louisiana Sweet Potato Advertising and Development Commission, (hereafter referred to as "Commission"), and represented by Mike Strain DVM, Commissioner of the Louisiana Department of Agriculture & Forestry (hereinafter referred to as "Department"), and _____, represented by _____, (hereinafter referred to as "Contractor"), for the provision of services as herein set forth:

WITNESSETH:

The parties hereto mutually covenant and agree as follows:

1. Scope of Services.

A. The Contractor shall be responsible for (1) development of a advertising, promotion and public relations program strategy (2) design and production of creative materials in the implementation of the program, (3) media research, planning and buying media, trafficking of creative materials, invoice auditing, post analysis of media purchases and (4) providing usual and customary account services under this Agreement.

Specific responsibilities of the Contractor under this Agreement shall be as follows:

- (1) Provide advice and counsel to the Commission on an advertising, promotion and public relations program to accomplish the objective of increasing the consumption of Louisiana sweet potatoes.
- (2) Develop an advertising, promotion and public relations program designed to accomplish the program objective as follows:
 - a. Identify national advertising, promotion and public relations opportunities which will assist in sales of Louisiana sweet potatoes (fresh and canned.)
 - b. Create advertising for any print or broadcast media.
 - c. Plan and place print and broadcast media.
 - d. Create and produce print-ready art for promotional materials, point-of-purchase materials, recipe booklets and brochures, contest materials and any other creative useful in accomplishing the objectives of this program.

- (3) Recommend a proposed advertising and promotion program and budget to the Commission, designed to accomplish the objective of increasing the shipment and consumption of both fresh and canned Louisiana sweet potatoes.
- (4) Implement the advertising, promotion and public relations program approved by the Commission, coordinate with the staff of the Louisiana Department of Agriculture & Forestry assigned to the Commission to carry out its program.
- (5) Pay media and other vendors for goods and services.
- (6) Provide all necessary documentation of invoices to the Commission.
- (7) Provide usual and customary account services, including attendance at all Commission meetings, and consultation regarding the servicing of the account.
- (8) Provide monthly accounting to the Commission of all monies expended. The statement shall include a breakdown of agency fees and expenses by project or service category.
- (9) Develop advertising and other program budgets. Maintain budget status control and appropriate records which may be audited by the responsible agencies of state government as provided in Article 11, Right to Audit.
- (10) All other related activities approved by the Commission, as are necessary to accomplish the objectives of the program.
- (11) The Contractor shall maintain all records and reports required by the Commission.
- (12) The Contractor shall make revisions to existing website, WWW.SWEETPOTATO.ORG, domain owned and maintained by the Department.

2. Goal. To expand the market and increase the consumption of Louisiana sweet potatoes.

3. Objective. To increase the sale and consumption of Louisiana produced and processed sweet potatoes through an effective national advertising, promotion and public relations program.

4. Deliverables. The Contractor shall provide to the Commission: (1) the services contracted for under this Agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this Agreement, and all copies, artwork, layouts, designs, photographs, plates negatives, proposals, computer disks, graphics, DVD's and other such materials etc., prepared, generated or obtained in connection with the services provided pursuant to this Agreement; (2) invoices requesting payments due hereunder, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this Agreement during the previous period which are included in the invoice.

Additionally, the Contractor shall submit to the Commission written quarterly progress reports summarizing its activities measured against the goals and objectives of this Agreement demonstrating the use of strategies and tactics outlined in its proposals to the Commission. Such quarterly reports shall be due to the Commission not later than September 30, December 31, March 31 and June 30, of

each calendar year during the term or extended term of this Agreement. The final report shall be that report due on June 30 of the final year of this Agreement.

These quarterly reports will identify the number of value-added placements in publications and their value in terms of impressions and dollar cost. The quarterly reports will identify the editorial coverage measured against the objectives of the program. And the quarterly reports will summarize the media placement, added value, editorial programs including but not limited to editorial Commission meetings, desk side visits, media tours and related activities.

5. Personnel.

A. All of the services required hereunder shall be performed by the Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services as identified in Appendix A, which is attached hereto and made a part hereof.

B. None of the work or services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

6. Anti-discrimination Provisions.

A. The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

B. The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

C. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

7. Time of Performance. The services as herein set forth shall commence on July 1, 2010, and shall continue through June 30, 2013, unless sooner terminated as provided herein. This Agreement is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502.

8. Compensation and Reimbursement of Expenses. The Commission agrees to pay the Contractor for services rendered under this Agreement upon submission of invoices, properly documented, itemized as to service rendered and the cost of each service. The Commission shall allow the Contractor to receive a 15% placement commission on all media placed by the Contractor. All other compensation received by the Contractor for agency services shall be incorporated into itemized project, activity or service budgets, as approved by the Commission,

based on the agency hourly rates listed on Appendix "A". External services provided to the Contractor in performance of the Scope of Services, shall be billed to the Commission with no markup. All invoices to the Commission for external services shall be supported with copies of external vendor invoices to the Contractor. Miscellaneous expenses incurred by the Contractor in servicing the account, i.e., long distance telephone, fax, postage and shipping costs, shall be reimbursed to the Contractor with proper documentation of the costs incurred. The maximum amount payable under this Agreement for Compensation and Reimbursement of Expenses shall not exceed four hundred fifty thousand and no/100 dollars (\$450,000).

The total sum payable under this Agreement per fiscal year shall not exceed one hundred thousand and no/100 dollars (\$100,000) for year one, one hundred fifty thousand and no/100 dollars (\$150,000) for year two and two hundred and no/100 dollars (\$200,000) for year three without prior written approval from Mr. René P. Simon, Director, Louisiana Sweet Potato Advertising and Development Commission.

9. Method of Payment. The Contractor shall submit monthly requisitions requesting payment for services rendered under Article 1 above, which requisition shall be in the form of an invoice itemizing the cost of the services rendered. No payment shall be made to the Contractor until after services are rendered by the Contractor.

10. Maintenance of Records. The Contractor shall at all times maintain appropriate records to document time and effort devoted to contractual activities. These books and records shall be open to investigation by the Commission, the Louisiana Department of Agriculture & Forestry, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, or any duly authorized representative of either agency, and shall be retained by the Contractor for a period of three years after termination of this Agreement.

11. Right to Audit. It is hereby agreed that the Board, the Louisiana Department of Agriculture & Forestry, the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all books and records of the Contractor which relate to this Agreement.

12. Costs Disallowed by Audit. The Contractor will be responsible for repayment of any costs disallowed by audit.

13. Availability of Funds. It is expressly understood by the parties hereto that this Agreement is based upon the receipt of appropriate funds and the approval of this Agreement as required by law. If for any reason the necessary funds and/or the required approvals are not received by the Commission, or the Louisiana Department of Agriculture & Forestry; hereafter the "Department", this Agreement is null and void and has no effect, all parties hereto being discharged and released from their obligations and liabilities herein.

14. Contract Modification. Any alterations of the scope of services, compensation, or any other Agreement provisions must be detailed in writing and must be mutually consented to by both parties to this Agreement, and approved as required by the laws of the State of Louisiana.

15. Termination for Cause. The Commission may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement; provided that the Commission shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Commission may, at its option, place the Contractor in default and this Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Commission to comply with the terms and conditions of this Agreement; provided that the Contractor shall give the Commission written notice specifying the Commission's failure and a reasonable opportunity for the Commission to cure the defect.

16. Termination for Convenience of the Commission. Either party may terminate this Agreement at any time by giving thirty (30) days written notice. The Commission may amend this Agreement due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice. Upon termination of this Agreement by the Commission, the Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

17. Compliance with Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

18. Remedies. All claims, counter-claims, disputes, and other matters in question between the Commission and the Contractor arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with LSA – R.S. 39:1524 - 1526.

In the event the Contractor defaults on this Agreement, breaches the terms of this Agreement, ceases to do business or ceases to do business in Louisiana during the term of this Agreement, this Agreement shall be terminated as provided in Section 14 above, and within thirty (3) days of such termination the Contractor shall repay to the Commission the amount of all funds disbursed to the Contractor under this Agreement for all work not yet performed or completed or not satisfactorily performed or completed.

19. Interest of the Commission. The Commission, and the Department, hereby covenants that no official or employee of the Commission, or the Department, who exercises any function or responsibilities in the review or approval of this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or in the interest of

any corporation, partnership, or association in which he has a direct or indirect personal or pecuniary interest.

20. Interest of the Contractor.

A. The Contractor hereby covenants that it has no interest presently nor shall it acquire any interest, direct or indirect, which would conflict in any manner with the performance of any services required to be performed under this Agreement. The Contractor further covenants that in the performance of services under this Agreement, no person having such interest shall be employed.

B. The Contractor further covenants that in order to prevent any conflict, it shall not purchase goods or services from any vendor in which the principal stockholders of the Contractor have any interest.

21. Ownership of Property.

A. The Commission shall retain ownership of all data, documents, equipment, information, materials, photographs, recordings, records, reports, videos and other items that the Department and/or the Commission provides or causes to be provided to the Contractor.

B. All data, documents, information, photographs, recordings, records, reports, videos, and other written or recorded materials related to this Agreement that is obtained or prepared by the Contractor in connection with the performance of this Agreement shall become the property of the Commission.

C. Upon completion or termination of this Agreement, all items and materials that are the property of the State shall be returned by the Contractor to the Commission, at Contractor's expense. The property shall be returned in like condition to that in which it was furnished to the Contractor, except for normal wear and tear.

D. All data, documents, information, photographs, recordings, records, reports, videos, and other written or recorded materials shall be kept confidential by the Contractor when requested to do so by the Commission and shall not be made available to any individual or organization by the Contractor or any of the Contractor's employees without the prior written approval of the Commission.

22. Hold Harmless Clause. The Contractor shall save and hold harmless the Commission and the Department from any and all claims of any kind, character, or nature arising from activities conducted under this Agreement.

23. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto, provided, however, that claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to

any bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to the Commission.

24. Relationship of the Parties. The Contractor is authorized to act as agent for the Commission in purchasing the material and services required to administer the advertising, promotion and public relations program on behalf of the Commission. All such materials and services will become the property of the Commission upon purchase.

25. Payment of Taxes. The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number _____.

26. Monitoring/Liaison. The Commission will designate Mr. René P. Simon, Director, Louisiana Sweet Advertising and Development Commission, as liaison with the Contractor to assure the expeditious execution of this Agreement and implementation of the Scope of Services as provided herein. The Commission's liaison will communicate on a regular basis with the Contractor relative to implementation of the Scope of Services, approve all project cost estimates and media schedules, review all project reports and approve all expense/payment documents submitted by the Contractor.

27. Right to Review. The Commission retains the right to make a final determination, in all cases, as to the content of the program, what work is to be performed and whether or not the work performed by the Contractor is acceptable in both form and content.

28. Choice of Law; Conflicts of Interest; Code of Ethics. This is a State of Louisiana contract and all terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction of the Courts located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for the Board, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this Agreement.

29. Order of Precedence. This Agreement shall, to the extent possible, be construed to give effect to all provisions contained therein, however, where provisions conflict, the intent of

the parties shall give first priority to provisions of the Agreement excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.

30. Entire Agreement. This Agreement, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

IN WITNESS WHEREOF, the Commission and the Contractor have executed this Agreement this _____ day of _____, 2010.

WITNESSES:

LOUISIANA SWEET POTATO ADVERTISING AND
DEVELOPMENT COMMISSION

(Witness for the Commission)

BY: _____
Mike Strain DVM, Commissioner
Louisiana Department of Agriculture & Forestry

Contractor's Name

(Witness for the Contractor)

BY: _____
Name: _____ (Date)
Title: _____

Phone Number :_()_____

SAMPLE ATTACHMENT

APPENDIX A
SERVICE RATES
EFFECTIVE _____ (Date) _____

Personnel Function
(Names & Titles)

- | | | |
|----|----------------------------------|---------------------------------|
| a. | Partners | _____ an hour |
| b. | Creative direction | _____ an hour |
| c. | Copywriting | _____ an hour |
| d. | Broadcast Production Supervision | _____ an hour |
| e. | Graphic Design | _____ an hour |
| f. | Mechanical Past Up | _____ an hour |
| g. | Print Production Supervision | _____ an hour |
| h. | Market Director | _____ an hour |
| i. | Public Relations | _____ an hour |
| j. | Accounts Payable Clerk | _____ an hour |
| k. | Account Executive/Supervisor | _____ an hour |
| l. | Media Director | Compensated by Media Commission |
| m. | Media Buyer | Compensated by Media Commission |
| n. | Comptroller | _____ an hour |
| o. | Media Billing Clerk | _____ an hour |
| p. | Typist Clerk | _____ an hour |
| q. | Secretary | _____ an hour |

LOUISIANA SWEET POTATO ADVERTISING
AND DEVELOPMENT COMMISSION

_____ (Contractor's Name) _____

BY: _____
Mike Strain DVM, Commissioner
Louisiana Department of Agriculture & Forestry

BY: _____
Name: _____
Title: _____